Bruhat Bangalore Mahanagara Palike

Request for Proposals

"Consultancy services for preparation of feasibility report and Detailed Project Report(DPR) for Construction of Integrated flyover from Krishna Roa park to Banashankari temple, Kanakapura road and Construction of Underpass from Banashankari Market to Sarakki Junction, Bangalore "

O/O Executive Engineer Project Central 3
Bruhat Bangalore Mahanagara Palike
NR Square, Bangalore -560002

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SECTION 1. LETTER OF INVITATION

NO: EE/PC-3/TEND/ 01 /2023-24 Date: 22.09.2023

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification)

(Through **GOK KPP–Procurement Portal** only)

1. The Executive Engineer (Project Central–3), on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), invites SHORT TERM Proposals (Technical and Financial) for appointing Consultant for the work detailed in the table below.

Sl. No	Name of the Project	EMD (In Rupees)	Cost of Bid Document (in Rs.)	Time Period
1	"Consultancy services for preparation of feasibility report and Detailed Project Report(DPR) for Construction of Integrated flyover from Krishna Roa park to Banashankari temple, Kanakapura road and Construction of Underpass from Banashankari Market to Sarakki Junction, Bangalore "	2,00,000.00	As per KPP-Procurement Portal	30 days

2. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka **KPP–Procurement Portal** Website https://kppp.karnataka.gov.in from 25-09-2023 onwards under login for Contractors
3. The Consultant will be selected under Least Cost Selection (LCS) Procedures described in this RFP.
4. Prevailing GST shall be paid to the tendered amount separately.
5. The RFP includes the following Documents.
   Section 1 – Letter of Invitation
   Section 2 – Information to Consultants
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Standard Form of Contract
6. **Calendar of Events**
   - Availability of RFP Document: 25-09-2023 onwards.
   - Last date for receipt of queries is 03-10-2023 up to 17:30 Hrs in e-portal.
   - Date of Pre bid meeting at the office of Chief Engineer (Project Central): 04-10-2023 @ 15:00 hrs.
   - Last Date for submission of Proposals: 06-10-2023 up to 17.30 hours.
   - Date of Opening of Technical Proposals: 09-10-2023, 11.30 hours.

7. Interested Eligible Consultants may obtain further information at the Office of O/o Executive Engineer (Project Central -3), Annexe-2 building, N.R Square, Bengaluru-560002**,** Tel: 9480375820, on any working day during working Hours.
8. The conditional proposals will be rejected.
9. The proposals will remain valid for a period of 90 days after the deadline date of proposal submission.
10. The BBMP reserves the right to reject any or all the proposals without there by incurring any liability or Obligation to inform the consultants of the reasons for such action.
11. Corrigendum/Modification/Corrections, if any, will be published in the KPP–Procurement Portal portal only.
12. Any other details can be seen in the RFP documents.

-sd-
Executive Engineer
Project – Central -3
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner for kind information.
3. Special Commissioner (Projects)/ Special Commissioner (Finance) for kind information
4. Engineer – in – Chief for kind information.
5. Chief Engineer (Project-Central) for kind information
6. Superintendent Engineer (Project-Central) for kind information
7. CAO / Chief Auditor for kind information.
8. I. T. Advisor with a Request to publish the same in the BBMP Website.
9. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
10. Notice board & Office Copy.

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 Bruhat Bangalore Mahanagara Palike (BBMP) expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing

consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BBMP's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BBMP -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract; and

(e) will have the right to require that, BBMP to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through KPP–Procurement Portal Website. Employer's Response will be displayed in the KPP – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the KPP–Procurement Portal Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 Interested bidders shall login to https://eproc.karnataka.gov.in/eportal/index.seamand follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

4.2 Downloading of tender documents, submission of proposal all will be through Government of Karnataka KPP–Procurement Portal Website https://kppp.karnataka.gov.in under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in Karnataka Public Procurement Portal.

4.3 EMD

The consultants are requested to submit EMD of Rs. 2,00,000/- (Rupees Two Lakhs Only) along with the Technical Bid.

The Consultant can pay the Earnest Money Deposit (EMD) in the KPP–Procurement Portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/consultant taking into account the following conditions:

a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
b) The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Consultants to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment , the DD to be drawn in favor of "KPP-Procurement , Government of Karnataka " and submit to Axis Bank before bid submission time and update the transaction reference in e-Procurement portal .

For details on e-Payment services refer to e-procurement portal for more details on the process.

4.4 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared as per RFP document.

4.5 An authorized representative of the Consultant initials all pages of the Proposal along with seal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.6 The Bidder shall submit the bids separately i.e., "Technical" and "Financial" electronically online in e-portal.

4.7 Tenderer has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.

4.8 The last date and time including hours, minutes and seconds for submission will be mentioned in the e-portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.9 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done. The bidders who are technically qualified will be intimated and the Financial Proposal of only qualified bidders will be opened in presence of the bidders who choose to attend.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence

the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying the following Qualification Criteria will be evaluated. The firms having following minimum experience during last 5 financial year i.e 2018-19 to 2022-23 will be considered for qualification.

a) The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy Services for minimum 5 years. In support of this, the Consultant shall furnish Service Tax Registration Certificate along with the Technical Proposal.
b) Achieved at least in two Financial Years a minimum Average Financial Turnover (in all classes of Civil Engineering Consultation Works only) of **Rs. 3.00 Crs** during last 5 financial years. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023–24. In support of this, the Consultant shall furnish the Certificate from Chartered Accountant along with the Technical Proposal.
c) Each tender in its name should have executed and completed successfully in Detailed Project Report for at least one elevated corridor Work for total Value of the project is not less than **Rs. 150.00 Crs** during last 5 financial year. In support of this, the Tenderer shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid. Further, the Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2023–24.
d) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in preparation of detailed project report of works to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall

simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Client will select the lowest proposal ('evaluated' price). The selected Consultant will be invited for negotiations.

5.8 The rate uploaded in the e portal which is inclusive of all applicable taxes (excluding GST) will be considered as final rate quoted by the consultant.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is

established that key staff was offered in the proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7.3 A successful Consultant will have to execute an agreement with Executive Engineer Project Central-3 BBMP within 7 days upon receipt of intimation along with Performance Security of 5% of the contract price of Consultancy services in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Chief Commissioner", Bruhat Bangalore Mahanagara Palike, Bangalore payable at Bangalore or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of "The Chief Commissioner", Bruhat Bangalore Mahanagara Palike, Bangalore.
- e-Bank Guarantee

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

DATA SHEET

Information to Consultants

Clause Reference	
1.1	The name of the Client is: Commissioner Bruhat Bangalore Mahanagara Palike The method of selection is: Least Cost Selection (LCS)
1.2	A technical and a Financial Proposals are requested: Yes The name, objectives and description of the Assignment are: As per TOR
1.3	The Assignment is phased: Yes Inception report, feasibility report, Detailed Project report
1.4	A pre-proposal conference will be held: No
1.5	The Client will provide the following inputs: The BBMP shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.
1.7.2	The Client envisages the need for continuity for downstream work: Yes
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested through **KPP–Procurement Portal** only. The address for requesting clarifications is: **KPP–Procurement Portal**
3.1	Proposals should be submitted in the following language(s): English
3.3	(i)Shortlisted Consultant may associate with other shortlisted Consultant:- No (ii)The estimated number of key professional staff months required for the assignment is:…… (iv) The minimum required experience of proposed key professional staff is: 5 Years [Position, number of years of professional experience, specific expertise] (vi)Reports which are part of the assignment must be written in the following language: English

3.4 (vii) Training is an important feature of this Assignment: No

(viii) Additional Information in the Technical Proposal includes: Nil

3.10 Proposals must remain valid 90 days after the submission date

4.3 Consultants must submit an original and One additional copies of each proposal.

4.4 The proposal submission address is: **KPP–Procurement Portal**

4.5 Proposals must be submitted no later than the following date and time: as per notification

5.1 The address to send information to the Client is:
Executive Engineer Project Central 3
Bruhat Bangalore Mahanagara Palike, NR Square, Bangalore -560 001, Ph 9480375820

5.3 The number of points to be given under each of the evaluation criteria are:

	Experience	**Points**
(i)	Specific experience of the consultants related to the Assignment in Consultancy field for preparation of DPR to similar project	20
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR 1. Feasibility of the project 2. Site investigation 3. Detailed report of the project	20
(iii)	Qualifications and competence of the key professional staff for the Assignment	60
	Total	100

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

	Experience	**Points**
(i)	General qualifications 1. Educational Qualification 2. Experience in Civil construction field	30
(ii)	Adequacy for the project 1. Experience in construction of similar projects 2. Experience in construction of similar projects	60
(iii)	Experience in region & language 1. Knowledge in Kannada	10
	Total	100

The minimum technical score required to pass is : 75 Points

Consultant

Executive Engineer (Project Central-3)
Bruhat Bangalore Mahanagara Palike

6.1 The address for negotiations is: Executive Engineer Project Central 3
2nd floor Annexe-2 building
Bruhat Bangalore Mahanagara Palike,
NR Square, Bangalore -560 001,
Ph 9480375820

7.2 The Assignment is expected to commence on - Immediate in Bangalore

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From……..

To……..

Ladies/Gentlemen:

Subject: Hiring of "Consultancy services for preparation of feasibility report and Detailed Project Report(DPR) for Construction of Integrated flyover from Krishna Roa park to Banashankari temple, Kanakapura road and Construction of Underpass from Banashankari Market to Sarakki Junction, Bangalore"-Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

_____

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

_____

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

_____

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____Date: _____
[Signature of staff member and authorized representative of the Consultant] ***Day/Month/Year***

Full name of staff member:_____
Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)* 1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

* The Schedule should be for the period of completion of assignment

Signature:_____
(Authorized Representative)

Full Name:_____

Title:_____

Address:_____

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

		Monthwise Program (in form of Bar Chart) ++ *[1st, 2nd, etc. are months from the start of assignment]*											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	_____												
	_____												
	_____												
	_____												
	_____												

++ The Program should be period of completion of assignment.

B. Completion and Submission of Reports

Reports: *	Programme: (Date)
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

** Modify as required for the Assignment.*

Consultant

Executive Engineer (Project Central-3)
Bruhat Bangalore Mahanagara Palike

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____ _____

_____ _____

Ladies/Gentlemen:

Subject: Hiring of "Consultancy services for preparation of feasibility report and Detailed Project Report(DPR) for Construction of Integrated flyover from Krishna Roa park to Banashankari temple, Kanakapura road and Construction of Underpass from Banashankari Market to Sarakki Junction, Bangalore".

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the sum of [Amount in words and figures].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

No.	Description @	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office Supplies, Utilities and Communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Surveys	
	TOTAL COST	
	Consultancy Tax (Excluding GST)	
	TOTAL COSTS (Excluding GST**)**	

The rate quoted must be the same as the amount quoted in the e- portal which will be inclusive of all applicable taxes (excluding GST) and will be the final.

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

@ Modify the items as appropriate for the consultancy assignment.

4C. BREAKDOWN OF COSTS (RS)

I REMUNERATION FOR STAFF

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Rate* (Rs)	Amount(Rs)
1 2 3 4					
				Total :	

* Provide the break up of the rates to show the basic salary, social costs and overhead,

III Transportation (Reimbursable) *

Total:

IV. Duty Travel to Site (Reimbursable)*

Total:

V Office Rent (Reimbursable) *

Total:

*Prepare details as appropriate for the consultancy assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL : ----------

* Prepare details as appropriate for the consultancy assignment.

VII. Office Furniture and Equipment (Reimbursable)

No.	Description(*)	Unit	Quantity	Rate	Amount
	Office Furniture (Purchase)				
1					
2					
3					
4					
5					
6	**Office Equipment (Purchase)***				
1					
2					
3					
4					
5					
6					
				Total	

* Prepare details as appropriate for the consultancy assignment

VIII. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IX. Topographical Surveys (if any)*

- Prepare details as appropriate for the consultancy assignment

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

1. BACKGROUND

2. A CONCISE STATEMENT OF OBJECTIVES

3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT

4. SCHEDULE FOR COMPLETION OF TASKS

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFT AND FINAL REPORTS

9. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

TERMS OF REFERENCE

1. BACKGROUND

Bruhat Bangalore Mahanagara Palike (BBMP) is desirous of obtaining "**CONSULTANCY SERVICES FOR PREPARATION OF FEASIBILITY REPORT AND DETAILED PROJECT REPORT(DPR) FOR CONSTRUCTION OF INTEGRATED FLYOVER FROM KRISHNA ROA PARK TO BANASHANKARI TEMPLE, KANAKAPURA ROAD AND CONSTRUCTION OF UNDERPASS FROM BANASHANKARI MARKET TO SARAKKI JUNCTION, BANGALORE ".**

2. DESCRIPTION OF ASSIGNMENT

The Consultant's services shall consist of following stages in Project preparation

a) Feasibility study report including inception report / preliminary project preparation
b) Detailed Engineering and plan of construction
c) Preparation of Detailed Project Report
e) Social Impact study and Environmental study
f) Preparation of Bidding Documents and assistance in awarding of the contract

Note – BBMP reserves the right to close the contract at any of the above stage, if it is found further work is not necessary. Payment will me made for the stage of work carried out by the consultant. Further, what so ever claim will not be entertained.

3. DETAILED SCOPE OF SERVICES FOR PREPARATION OF DPR

3.1 General Scope of Assignment:

The Consultant shall collect the available data and information relevant for the project. As far as possible the construction structures shall be within the existing 'right of way' minimising the requirements of land acquisition with the main intension of avoiding delays during construction. The recommended proposal and designs shall have maximum benefits to the road users of this road stretch (both immediate and in the long run) and be cost effective. The consultant shall conduct necessary surveys and furnish land in the long run) and be cost effective. The consultant shall conduct necessary surveys and furnish land acquisition details as per revenue records / maps for further processing. Consultant is also required to prepare all land acquisition papers (i.e. as per TDR Act) for acquisition of land under State Act.

The consultant will also incorporate the estimates for shifting of utilities of all types involved from concerned local authorities in the DPR.

The consultant should ensure detailed project preparation incorporating value engineering, quality audit and safety audit requirement in design and implementation and the consultant will submit quality audit plan before starting preparation of Detailed Project Report.

All activities related to field studies, design and documentation shall be done as per the latest guidelines/MORT&H specifications and relevant publication of the Indian Roads congress (IRC) and bureau of Indian standards (BIS). For aspects not covered by IRC, BIS and MORT&H, International standards practices may be adopted.

All notations, abbreviations and symbols used in the reports, document and drawings shall be as per IRC71-1977.

BBMP expects the consultant to illustrate the proposed methodology, the interest and commitment to utilize the latest National and International development in designs and constructions techniques in order to promote fast, efficient and sound completion of the works. It is the intention of BBMP to be amount the fore runners in applying modern construction techniques.

3.2 Feasibilities report/Inception report

The feasibilities study is intended to establish whether the proposal is acceptable in terms of soundness of engineering design, benefits to the road users and investments involved, giving due consideration to the environmental and social issues.

The Feasibility Study and Report should cover the following:

- Opinion survey of NGO's of the surrounding areas
- Topographic survey with all necessary details pertinent to the project
- Field investigations-Geotechnical.
- Details of existing utilities lines.
- Details of road and available and requirement of acquisition, particularly at the starting and ending locations, junctions and interchanges, if any.
- Traffic surveys, pedestrian survey and analysis.
- Classified traffic volume counts
- Limited origin & destination surveys
- Speed and delay studies
- Traffic surveys for the design of road junctions, timings of existing signals, delays to classified road traffic and possible benefits from this project
- Requirements of safety measures to pedestrians and other road users
- Accident record.
- Environmental impact study and resettlement and rehabilitation action plan
- Constraints in the development of grade separator.
- Schemes of alternative proposals, construction techniques with salient features (including relative advantages and limitations)
- Cost estimate.
- Cost-benefits/economic analysis.
- Recommended alternative by the consultants with justification.

The Feasibility Report shall be prepared after the completion of the above studies, along with the following details.

- Description of the scope of the project and its need.
- Proposed construction technology / methodology with proposed traffic management plan during construction.
- Different types of surveys / studies carried out (including soil investigations, underground and other utilities hydrological investigations, drainage problems and proposed improvement measures) and additional studies proposed to be carried out Design standards and methodology adopted

- Reasonably accurate estimate of costs giving the basis for adopted rates (SR of PWD Bangalore circle /NH SR Bangalore circle). Any provision for escalation of costs shall be explained. Further data rate if any to be derived as per the departmental code.
- The implementation programme involving pre-qualification, bidding, construction supervision and contract management shall be drawn up and presented in the form of bar chart
- Traffic management proposal during the construction period.
- A detailed survey of utility services / utility lines shall be conducted and proposals shall be furnished for shifting the same in consultation with respective departments / utility provider along with approximate time required and cost of shifting.
- The consultant to interact with BMRCL authorities regarding alignment of Metro rail project if any and possible measures for co-ordination.
- The consultant to interact with M/s Geodesic Techniques Pvt.Ltd., regarding Monorail alignments.
- Land required from various departments /agencies such as defence, Railways, Private or any other agencies and the land required for temporary or permanent acquisition shall be clearly marked on BBMP / BDA / City survey maps with surveys numbers, part numbers, municipal number, structure details, Khata holder on individual property so that land acquisition can be speedily proceeded with. Land required to provide all components of road as per IRC norms shall be considered while assessing road requirement and the Consultant may specifically note, if any structure is to acquired, the valuation as per norms to be submitted in a strip plan & enclosed. The details should be as per the requirement of Land acquisition section of BBMP.

The feasibility Report consists of the following:

1. Volume -1 main report with Executive Summary, Details of the Study / Investigations, Analysis of primary and secondary data, Environmental and Social issues and proposed mitigation measures. Alternative proposals considered, discussions giving relative merits and Recommendations along with relevant Appendices
2. volume – 2 Design Report
3. Volume-3 Drawings

3.3 The feasibility report shall be accompanied by the following drawings.

i. Key plan and location map
ii. Executive summary
iii. Plans showing various alternative alignments / options considered and the selected one
iv. Typical cross section and longitudinal section drawings of the proposed structures showing the other adjoining structures
v. Road junction drawings
vi. Strip plan
vii. Preliminary land acquisition plans
viii. Traffic diversion plan during construction
ix. Environmental impact assessment
x. Resettlement and rehabilitation action plan
xi. Project cost line estimates
xii. Conclusions and recommendations

3.4 DETAILED PROJECT REPORT (DPR):

The DPR submission shall consist of following

a) Main report

- ✓ Executive summary
- ✓ Introduction
- ✓ Traffic surveys (for min. 7 days)including traffic forecast
- ✓ Engineering surveys and investigations and proposed road features
- ✓ Design standards and specifications
- ✓ Drainage facilities including cross drainage structures
- ✓ Environmental and social issues / considerations and proposed rehabilitation and resettlement measures
- ✓ Material, labour and equipment
- ✓ Design details of various components
- ✓ Rates and cost estimates inclusive of land acquisition cost.
- ✓ Construction program and constraints
- ✓ Traffic management and safety measures during construction
- ✓ Shifting of utility lines and cost
- ✓ Plan of action for Traffic diversion and roll of Traffic police
- ✓ Miscellaneous
- ✓ Conclusions and recommendations
- ✓ The design calculations etc, with regard to above items shall be attached.
- ✓ Geo technical investigation (Soil investigation) to be conducted for min. of 8 locations and additional location as instructed by Engineer in charge.
- ✓ Land Acquisitions drawings as per the Land Acquisition Department of BBMP and Preparation of Sketches of individual property as per the Land Acquisition Department.

b) Cost Estimate

The project estimate shall give a clear picture of the financial commitment involved and shall be realistic. The quantities determined to a reasonable degree of accuracy and the rates provided on a realistic basis. PWD/NH Bangalore circle schedule of rates shall be adopted

c) Drawings

Projects drawings shall depict the proposed work in relation to the existing features, besides other information necessary for easy and accurate translation of the proposals in the field. For easy understanding and interpretation, drawings shall follow a uniform practice with regard to size, scales and the details to be incorporated.

d) Detailed Engineering Design

The Consultant shall carry out Detailed Engineering Design of the Approved Proposal based on IRC and MoRT&H Specifications using technically and economically Sound Engineering Practices and Modus Operandi to execute the same structure at site.

The present share of public transport in the city with the detailed action plan for improvement along with the time lines and targeted public transport share: Share of pedestrians, cyclist, two wheelers, cars etc., in the total tips: Air quality indicates year wise like NOX, SPM etc.,

Road fatalities year wise:

Action taken on various advisories issued to states regarding Urban Transport, copies of which are available on the Ministry of Urban Department's website:urbanindia.nic.in/moud/moud.htm

The Consultant shall prepare Detailed Engineering Design for the approved Proposal together with Detailed Cost Estimate, Detailed Project Report and Tender Document. The Tender Document will be suitable for calling Tenders by Domestic Competitive Bidding and be in such detail so that to enable the Works to be satisfactorily implemented by Contractor.

e) Technical Specifications

The Consultant shall develop Technical Specifications for the Works including specifications for Materials, Products and Methodology of Work. The Consultant shall take into account the Relevant IS Codes, IRC Specification, make Modifications where appropriate, based on Careful Assessment of locally available materials and shall determine the Technically Acceptable and the most Cost Effective Technical Specifications and Construction / Improvement Methods.

f) Detailed Cost Estimate along with Detailed Project Report

The Consultant shall work out the Detailed Cost Estimate based on Bill of Quantities (BOQ) within a level of accuracy of ± 5% of true cost as a part of Detailed Project Report. The Base Prices shall be based on Public Works Department, National Highway, Indian Railway Schedule of Rates as applicable to the Bangalore City updated.. Further, all the provision will be made for Items such as Relocation of Utilities (BWSSB/BECOM/KPTCL/BSNL etc…), Compensation for Property Acquisition, Drainage Structures, Culverts, Pavement, Treatment of Road, Slope Protection and Construction of Temporary Diversion Roads wherever needed. All the components should be incompliance with Departmental code procedure.

3.5 TENDER DOCUMENTS

Tender documents shall be prepared as per KTTP Act 1999 and standard tender documents of Government of Karnataka for alternative of Department Design & Contractors own design to facilitate KPP–Procurement Portal. He shall assist BBMP in Tender Finalisation. Further the documents should be in compilation with all latest modification / addendum / circular issued by the department/GoK. After approval by the BBMP soft copy of tender document shall be submitted. The consultant shall assist BBMP in evaluating the bids for the selection of a contractor for the works and shall assists in the contract negotiations.

3.6 Reporting Obligations

Schedule of Reports: The Consultant shall submit Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to BBMP as an Audio Visual Presentation as and when requested. The all the Drawings including topographical survey shall be submitted

in AutoCAD Format with co-ordinates and in proper scales as required. Capturing real time Existing Site Conditions through Dron Camera along with preparation of Animated 3D model of the Project and superimposing the same on the Site Image exerted from Google. Further, Simulation of Post Construction Scenario Vehicular Movements on the Animated 3D Model. Also, preparation of 3D Image of the Project.

3.7 SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

Sl.No	Activity	End date of submission from the date of letter of award
1	Feasibility report and presentation	10th day
2	Detailed project report	30th day

3.8 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY BBMP.

The BBMP shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

3.9 FINAL OUT PUT

Bound volumes (hard copies) of the Feasibility Report and Detailed project report, drawings etc, are to be submitted by the Consultant (three copies) after the completion of each stage of work as per the schedule. Further the entire reports and drawings are to be presented in CDs.

4. REVIEW AND MONITORING OF CONSULTATNS WORK

A Review committee comprising Chief Commissioner, Special Commissioner (Projects), Engineer-in-chief, Chief Engineer (Project) and Executive Engineer (Project) as convener will review the input / progress etc., of consultants work fort nightly.

The BBMP will make periodic review of the progress of the work but there are a number of key outputs, which shall condition the continuing of work. The consultant shall also produce working papers on important issues as required by the BBMP. In addition BBMP if required will review periodic progress reports and the draft bidding documents and supporting material.

The Executive Engineer (Project-Central-3), BBMP shall function as a study contract coordinator to oversee the study and provide a principal point of contact on behalf of the BBMP.

The Consultants shall present the Feasibility Report and later the detailed project report to the Technical Advisory Committee (TAC) of the BBMP who will review the technical details on behalf of the BBMP (Vide clause 4 above) and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted. Further it is the obligation of the consultant to see that the DPR is cleared by the TAC of BBMP.

5. KEY PROFESSIONALS FOR THE REQUIRED SERVICES

Key personals for the services shall consists of

1) Resident Engineer – 1
2) Senior Highway / Traffic cum Bridge Engineer-1
3) Structural Engineer-1
4) Senior quantity surveyor-1
5) Contract specialist-1
6) Transportation economist-1

The key personal / supporting staff shall be accessible during the entire period of project report preparation and their contact numbers be made available.

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

*[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows*:

".....(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services _____
   Appendix B: Reporting Requirements _____
   Appendix C: Key Personnel ----------
   Appendix D: Services and Facilities to be provided by the Client _____
   Appendix E: Breakdown of Contract Price _____
   Appendix F: Form of Guarantee for Advance Payments _____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By
(Authorized Representative)

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative)

[Name of Member]

By
(Authorized Representative)

etc.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupeea;

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price but excluding GST.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of

proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8 .

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

3.2 Conflict of Interests

3.2.1 **Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Consultants and Affiliates Not to engage in certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. **Consultants' Personnel and Sub-Consultants**

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 Lump Sum Remuneration

The Consultant’s total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants’ costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the

Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5 **Interest on Delayed Payments**

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SC.

7. **Settlement of Disputes**

7.1 **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause *	Amendments of, and Supplements to, Clauses in the General Conditions of Contract

[1.1 (h) The Member in Charge is _____].

[1.4.1 The addresses are:

Client : The Commissioner, BBMP

Attention : The Executive Engineer (Project Central 3), BBMP

E-mail : bbmpeepc3@gmail.com_____
:----------

Consultants :_____
_____

Attention :_____
Telex :_____
Facsimile :_____
E-mail :----------

[1.4.2 Notice shall be deemed to be effective as follows:
(a) in the case of personal delivery or registered mail, on delivery;
(b) in the case of telexes/e-mail, 24 hours following confirmed transmission;
(c) in the case of telegrams, 24 hours following confirmed transmission; and
(d) in the case of facsimiles, 24 hours following confirmed transmission.]

[1.6 The Authorized Representatives are:

For the Client : Executive Engineer Project Central 3,
For the Consultant : _____

[1.7.1 The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

[1.7.2 However the Consultancy Services tax payable for this Consultancy Services shall be paid/ reimbursed by the Client separately.]

[2.1 The date on which this Contract shall come into effect is :

[2.2 The time period shall be 30 days *[Note: Fill in 30 days or any other appropriate]*or such other time period as the parties may agree in writing]

[2.3 The period shall be 30 days *[Note* : *Fill in the period, e.g., twenty-four (24) months* or such other period as the parties may agree in writing].

[3.4 The risks and the coverages shall be:

(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;

(2) Third Party liability insurance, with a minimum coverage for Rs. 2.00 lakhs for the period of Consultancy;

(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;

(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and

(5) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

[3.5 (c) ***Note****: Delete where not applicable.*]

The other actions are _____ .]

[3.7 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.]

[5.1 *Note: List here any changes or additions to Clause GC5.1 If there are no such changes or additions, delete this Clause SC5.1 from the SC.]*

[6.2 The amount of Contract is Rs. _____ .

[6.4 The account is :……..]

Payments shall be made according to the following schedule :

- **Ten (10) percent** of the lump sum amount shall be paid upon submission of the **feasibility report.**
- **Thirty (30) percent** of the lump sum amount shall be paid upon submission of the **draft detailed project report.**
- **Thirty five (35) percent** of the lump sum amount shall be paid upon submission of the **final detailed project report**.

- **Twenty Five(25) percent** of the lump sum amount shall be paid upon approval of the **final submission of bid documents.**

[6.5 Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 90 days in the case of the final payment.

[7.2 Disputes shall be settled by arbitration in accordance with the following provisions.

7.2.1 Selection of Arbitrators:

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India*, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India*, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

7.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India

7.2.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

7.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Description of the Services

-As stated in Terms of Reference

Appendix B: Reporting Requirements

- As stated in Scope of Work

Appendix C: Key Personnel and Sub-consultants

- As stated in RFP document

Appendix D: Services and Facilities to be provided by the Client

- As stated in RFP document

Appendix E: Breakdown of Contract Price in Indian Rupees

- As stated in RFP document

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

(scope of work)

and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. we agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the

Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 19_____ at _____

WITNESS

_____ _____

(signature) (signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No._____Dated _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India